

OFFICIAL AGENDA
TUESDAY March 2, 2021
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:00 a.m. Agenda Setting

Pledge to the Flag: Minutes

REGULAR AGENDA

MEETING UPDATE

In response to recent public health concerns surrounding COVID-19, Board of County Commissioner meetings will be held in a different format. Meetings may include virtual video conferencing to comply with social distancing guidelines.

In an effort to honor your right to participate and allow for public comment we have set up a conference call line. **Please dial (406) 256-2724 Conference ID 277 749 960#**

The public may comment during the specific public comment periods listed on the agenda. Please have your phone set to "mute" until the public comment period is open.

The B.O.C.C. regular meeting will be televised live on Community 7 TV. (Channel 7 or 507 on Spectrum Cable) Community 7 TV may be accessed and viewed online at www.comm7tv.com.

If you have questions please contact the B.O.C.C. office at (406) 256-2701 or the Clerk and Recorder at (406) 256-2787.

9:30 a.m. PUBLIC HEARING

Resolution 21-04 to Change Boundaries of RSID 752M - Emerald Hills Subdivision - Forest Hills Drive

PUBLIC COMMENTS ON REGULAR AND CONSENT AGENDA ITEMS

1. **COMMISSIONERS**
First Refusal Agreement
2. **FINANCE**
Budget Transfer Request-PILT

CLAIMS

CONSENT AGENDA

1. **CLERK AND RECORDER**
 - a. Amended Tract 1B, Certificate of Survey 1408
 - b. Agricultural Covenant for Tract 1, Unnumbered C/S, Located in Section 5, Township 2 South, Range 25 East, Owned by the Richard and Betty Christensen Living Trust
 - c. Unnumbered C/S Located in Section 17, Township 2 North, Range 25 East. Bill W. and Mary Williams
2. **COMMISSIONERS**
Board Openings - Historic Preservation; Zoning Commission
3. **FINANCE**
 - a. Release Invitation for Bid for Courthouse Lobby Security
 - b. Public Works Request to Expend for Road & Bridge Equipment
 - c. Yellowstone County Detention Facility Invitation for Bid to Polish/Seal Interior Concrete Floors
 - d. MetraPark Contract with Kinetic MC
 - e. Bond for Lost Warrant
 - f. Semi-Annual Bond Review with Travelers Insurance
 - g. New MBCC Grant Award for Justice Court - Domestic Violence Implementation Program - Subgrant - 20-W06-92716

- 4. **PUBLIC WORKS**
Recomendation of Award to Riverside Contracting for 2020-2021 Public Works Asphalt Overlay Project III
- 5. **SHERIFF**
MOU for Reimbursement of Yellowstone County Sheriff Office Overtime by City of Billings through 2019 Railroad Trespassing Enforcement Grant
- 6. **HUMAN RESOURCES**
PERSONNEL ACTION REPORTS - Detention Facility - 2 Terminations; **Sheriff's Office** - 2 Appointments, 1 Salary & Other

FILE ITEMS

- 1. **AUDITOR**
Payroll Audit February 1 to February 5, 2021
- 2. **COMMISSIONERS**
State Firefighters Memorial Contribution Request
- 3. **FINANCE**
Infrastructure Policy
- 4. **HUMAN RESOURCES**
Payroll Response for February 1st - February 15th to Audit Findings
- 5. **PUBLIC WORKS**
Contract for Snowplowing for RSID 778 Sunny Cove Fruit Farm

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Agenda Item

Meeting Date: 03/02/2021

Title: 752M Resolution to Change Boundary

Submitted By: Anna Ullom, Accountant

TOPIC:

Resolution 21-04 to Change Boundaries of RSID 752M - Emerald Hills Subdivision - Forest Hills Drive

BACKGROUND:

RSID 752M Resolution to Change Boundaries

RECOMMENDED ACTION:

Approve

Attachments

RSID 752M Resolution Changing Boundaries

RESOLUTION NO. 21-04

RESOLUTION TO CHANGE THE BOUNDARY OF RURAL SPECIAL IMPROVEMENT MAINTENANCE DISTRICT #752M (EMERALD HILLS SUB- FOREST HILLS DR)

WHEREAS, pursuant to §7-12-2161(4), MCA, the Commissioners have the power of changing, by resolution, the boundaries of any maintenance district not more than once a year; and

WHEREAS the boundaries of RSID #752M have not been changed within the last year; and

WHEREAS, it has been determined that properties adjacent to the existing Rural Special Improvement District #752M boundaries are not benefited properties accessing the district roads; and

WHEREAS, the non-benefited property status requires the change of boundaries for RSID #752M for the maintenance of streets within the district; and

WHEREAS, the boundaries of the district will be changed to exclude tax codes C17227, C17228, C17229, D06536 and D06539A Yellowstone County, Montana, described in Exhibit B; and

WHEREAS, lots to be excluded from the district and boundaries of the district are shown in Exhibit A (map).

WHEREAS, on January 5, 2021, the Yellowstone County Board of County Commissioners passed a resolution of intent to change the boundary of Rural Special Improvement District No. 752M. A public hearing on the boundary change of the District for March 2, 2021. On January 8, 2021, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the District. On January 8, 2021 and January 15, 2021, the Yellowstone County Clerk and Recorder published notice of the public hearings in the Yellowstone County News. On March 2, 2021, the Board held a public hearing on the boundary change of the District. The Board heard comments on the district and considered protests as to the boundary change of the District. The Board did not receive enough protests to prevent the change of the District. out of property owners protested the boundary change of the District. The Board believes that it is in the best interest of the public to change the boundary of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, deeming the public interest or convenience require, intends to change the boundary of Rural Special Improvement Maintenance District 752M Emerald Hills Subdivision- Forest Hills Drive.

PASSED AND ADOPTED by the Board of County Commissioners of Yellowstone County, Montana, this 2nd day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chairman

John Ostlund, Member

Denis Pitman, Member

(SEAL)
ATTEST:

Jeff Martin, Clerk & Recorder
Yellowstone County, Montana

EXHIBIT A

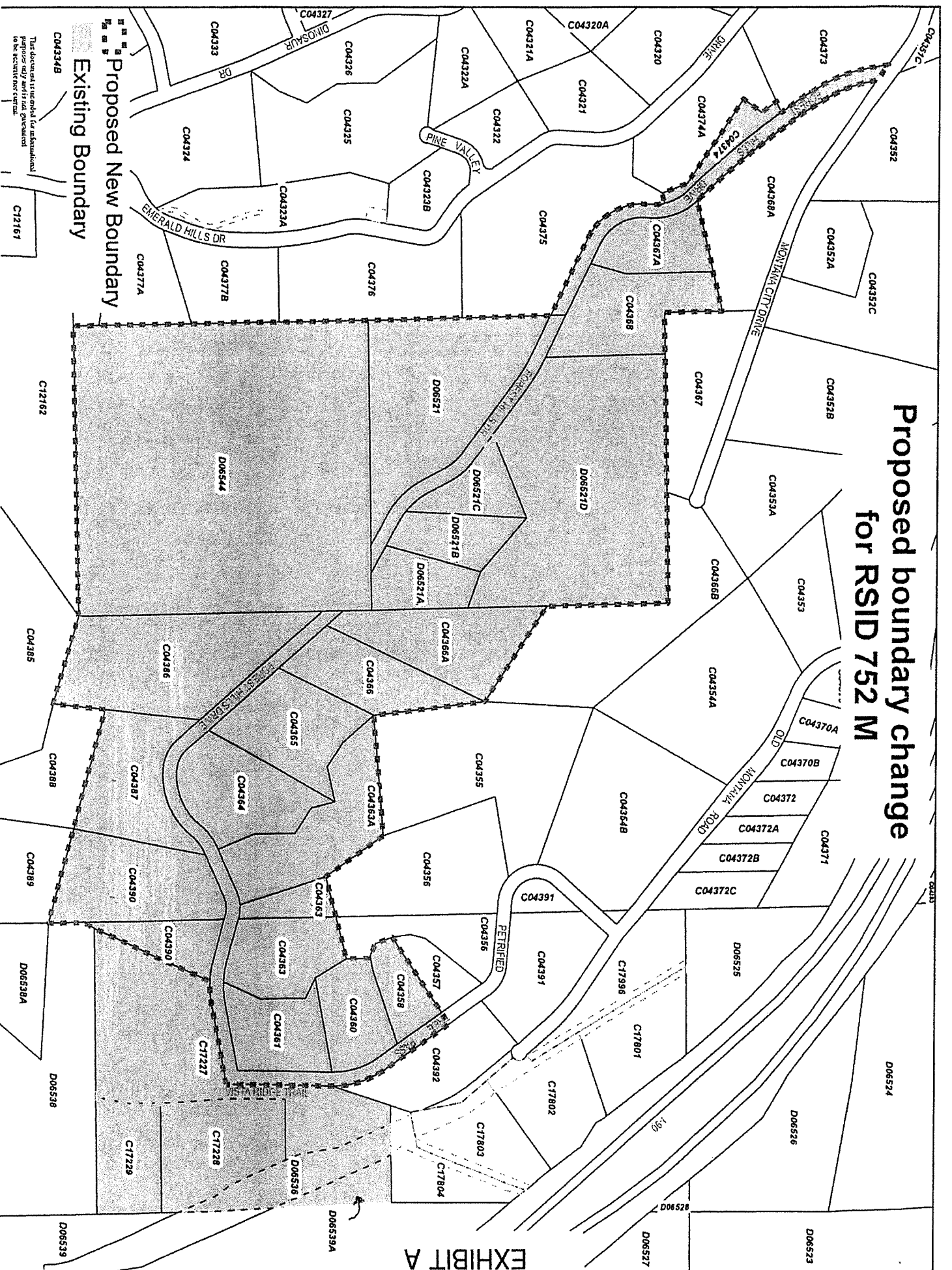


EXHIBIT B

Tax ID	Owner Name	Address	City	ST	Zip	Legal Description
1 C04358	ELIER, DARWIN	820 PETRIFIED TREE PASS	BILLINGS	MT	59101-7232	EMERALD HILLS SUBD, S23, T01 N, R27 E, BLOCK 6, Lot 11B1, AMND 11-8
2 C04360	OLSON, JOSEPH O &	509 8TH AVE SW	SIDNEY	MT	59270-3833	EMERALD HILLS SUBD, S26, T01 N, R27 E, BLOCK 6, Lot 11C1 - 12A, (17)
3 C04361	HAGEN, DANITA	5555 FOREST HILLS DR	BILLINGS	MT	59101-7207	EMERALD HILLS SUBD, S26, T01 N, R27 E, BLOCK 6, Lot 12B - 12D
4 C04363	BENNETT, GREGORY L	5529 FOREST HILLS DR	BILLINGS	MT	59101-7207	EMERALD HILLS SUBD, S26, T01 N, R27 E, BLOCK 6, Lot 13, ACRES 4.639,
5 C04363A	ZOANNI, MAVIS	5511 FOREST HILLS DR	BILLINGS	MT	59101-7207	EMERALD HILLS SUBD, S27, T01 N, R27 E, BLOCK 6, Lot 14
6 C04364	BJORDAHL, ROBERT D	5483 FOREST HILLS DR	BILLINGS	MT	59101-7208	EMERALD HILLS SUBD, S27, T01 N, R27 E, BLOCK 6, Lot 15
7 C04365	BJORDAHL, ROBERT D & COURTNEY L	5455 FOREST HILLS DR	BILLINGS	MT	59101-7208	EMERALD HILLS SUBD, S27, T01 N, R27 E, BLOCK 6, Lot 16
8 C04366	PETERSON, JOSHUA A	5415 FOREST HILLS DR	BILLINGS	MT	59101-7208	EMERALD HILLS SUBD, S22, T01 N, R27 E, BLOCK 6, Lot 17
9 C04366A	WRIGHT, CURTIS T	5403 FOREST HILLS DR	BILLINGS	MT	59101-7208	EMERALD HILLS SUBD, S22, T01 N, R27 E, BLOCK 6, Lot 18
10 C04367A	ZIESKE FAMILY REVOCABLE TRUST	5147 FOREST HILLS DR	BILLINGS	MT	59101-7211	EMERALD HILLS SUBD, S22, T01 N, R27 E, BLOCK 6, Lot 21A
11 C04368	GIBBS, JOHN W & SHANNON J	5225 FOREST HILLS DR	BILLINGS	MT	59101-7210	EMERALD HILLS SUBD, S22, T01 N, R27 E, BLOCK 6, Lot 21B1, AMD LT 21B BLK 6 (09)
12 C04374	WILKERSON ROBERT L	5044 FOREST HILLS DR	BILLINGS	MT	59101-7212	EMERALD HILLS SUBD, S22, T01 N, R27 E, BLOCK 8, Lot 3
13 C04386	BJORDAHL, ROBERT &	5483 FOREST HILLS DR	BILLINGS	MT	59101-7208	EMERALD HILLS SUBD, S27, T01 N, R27 E, BLOCK 9, Lot 12
14 C04387	JERKE, MARGIE J	5484 FOREST HILLS DR	BILLINGS	MT	59101-7208	EMERALD HILLS SUBD, S27, T01 N, R27 E, BLOCK 9, Lot 13
15 C04390	CUSAK, JONATHAN W & JENNIFER R	5522 FOREST HILLS DR	BILLINGS	MT	59101-7207	EMERALD HILLS SUB, BLOCK 9, Lot 16,
16 D06521	VAVROSKY, DARELLA & KRISTI J	5300 FOREST HILLS DR	BILLINGS	MT	59101-7248	EMERALD FOREST SUB (08), S22, T01 N, R27 E, BLOCK 1, Lot 1
17 D06521A	SANDERS, PRESTON & JILL	5434 FOREST HILLS DR	BILLINGS	MT	59101-7208	EMERALD FOREST SUB (08), S22, T01 N, R27 E, BLOCK 2, Lot 1
18 D06521B	WALDO, WARD E & DANA M &	5335 FOREST HILLS DR	BILLINGS	MT	59101-7248	EMERALD FOREST SUB (08), S22, T01 N, R27 E, BLOCK 2, Lot 2
19 D06521C	LUPTON, ROBERT	PO BOX 4267	PAHRUMP	NV	89041-4267	EMERALD FOREST SUB (08), S22, T01 N, R27 E, BLOCK 2, Lot 3
20 D06521D	YOUNG, ROBERT & JUSTYNE	5155 ALKALI CREEK RD	BILLINGS	MT	59106-9557	EMERALD FOREST SUB (08), S22, T01 N, R27 E, BLOCK 2, Lot 4B, AMD (09)
21 D06544	MARLER, GREGORY L & EMMYLOU D	5350 FOREST HILLS DR	BILLINGS	MT	59101-7248	S27, T01 N, R27 E, NWNE
To be removed from the existing RSID						
C17227	J&V PROPERTIES LLP	825 AHoy AVE	BILLINGS	MT	59105-2523	EUBANK SUBD (20), S26, T01 N, R27 E, Lot 1
C17228	MARTINZ, SHAUN MARIE	635 VISTA RIDGE TRAIL	BILLINGS	MT	59101	EUBANK SUBD (20), S26, T01 N, R27 E, Lot 2, 2017 MID COUNTRY WESTLAND TITLE: AA4358625
C17229	J&V PROPERTIES LLP	825 AHoy AVE	BILLINGS	MT	59105-2523	EUBANK SUBD (20), S26, T01 N, R27 E, Lot 3
D06536	J&V PROPERTIES LLP	825 AHoy AVE	BILLINGS	MT	59105-2523	S26, T01 N, R27 E, C.O.S. 3654, PARCEL 1, REMAINDER RD (20)
D06539A	SPERRY FAMILY TRUST	5825 OLD MONTANA RD	BILLINGS	MT	59101-7240	S26, T01 N, R27 E, C.O.S. 2376, PARCEL 1, & CS 3654 TR 2 (18)

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 03/02/2021

Title: First Refusal Agreement

Submitted By: Jeana Lervick, Chief Deputy Attorney Civil Division

TOPIC:

First Refusal Agreement

BACKGROUND:

Discussion of proposed First Refusal Agreement regarding Miller Building.

RECOMMENDED ACTION:

Approve presentation of agreement to seller of Miller Building and approve related discussions between finance and legal and seller, if necessary.

Attachments

Miller Building MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2021, by and between Yellowstone County ("County"), 217 N. 27th Street, Billings, Montana 59101 and Miller Trois, LLC ("Seller") collectively ("the Parties").

It is the intent of the Parties to establish a relationship whereby the County may purchase seller's property at 301 N. 29th Street, Billings, Montana (a/k/a 2825 3rd Avenue North, Billings, Montana 59101) referenced by Tax Code A00264 ("Miller Building" or "Property"). The Property is currently listed for sale the County is interested in acquiring property for the purpose of conducting the business of the County. The purpose of the MOU is to establish an understanding between the County and Seller to establish a first right of refusal for the County to purchase the Miller Building, subject to the terms and conditions below.

The following conditions will be in effect during the term of this MOU:

It is agreed by the Parties that the County shall have the first right of refusal to purchase the Miller Building, effective immediately, and the Parties further agree that Seller will remove the property from the sales market and shall not entertain other offers for purchase of the Property during the term of this MOU.

The Parties agree that, subject to the above, the County shall make an offer to Seller to purchase the Property in the amount of \$4,500,000 (four million, five hundred thousand dollars) ("Purchase Price"), pending the following:

- The County shall have conducted, at its own expense, a property appraisal by a disinterested certified general real estate appraiser ("Appraisal"); and,
- The County shall have conducted, at its own expense, a property inspection to determine the presence of any issues with the Property including, but not limited to, the presence of asbestos and/or lead paint.

The Parties further agree that, pursuant to Montana Code Annotated Sec. 7-8-2520, if the value of the Property is appraised at an amount below the Purchase Price, the County's offer to Seller to purchase the Property shall be in the amount of the value at which the Property was appraised, subject to the above.

The County agrees that in consideration for the above, it shall provide to Seller a one-time earnest payment of \$33,750 (thirty-three thousand, seven hundred and fifty dollars). This consideration shall demonstrate the County's interest in the Miller Building and shall be non-refundable. However, should the purchase of the Miller Building by the County proceed to closing, this consideration shall be deducted from the final purchase price of the Property.

This MOU shall be effective immediately upon execution and shall be for the period of time up to and including July 1, 2021. It may be extended upon agreement of the Parties.

Seller

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Donald W. Jones, Chairman

John Ostlund, Member

Denis Pitman, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Agenda Item 2.

Meeting Date: 03/02/2021

Title: Budget Transfer Request-PILT

Submitted For: Kevan Bryan, Finance Director

Submitted By: Kevan Bryan, Finance Director

TOPIC:

Budget Transfer Request-PILT

BACKGROUND:

This is to formally request a \$50,000 PILT budget transfer. It was on the public discussion agenda on 3/1/21, and must be presented for public input on 3/2/21.

RECOMMENDED ACTION:

Approve budget transfer request.

Attachments

PILT Budget Transfer-Metra

Yellowstone County



FINANCE
(406) 256-2718
(406) 254-7929 (FAX)

P.O. Box 35003
Billings, MT 59107-5003

February 23, 2021

Board of Yellowstone County Commissioners
P.O. Box 35000
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's request to make a budget transfer within the PILT Fund.

Your Policy #18-121 in Section N gives my department the authority to move up to \$25,000 within a fund. This has been routinely performed over the years where unexpended funds are projected for that fund. These are then recapped both at the mid-year budget review and the end of year in a resolution for Board approval. This request, as you initiated yesterday exceeds that amount.

This letter is intended to seek formal approval to move \$50,000.00 of budgeted expenditure authority from the PILT Contingency account (2900.000.280.411800.850). This authority will be directed to the PILT Contract Services account (2900.000.280.411800.397) for covering a contract with Kinetic for services relating to Metra and the solicitation of public input on the possible master plan concept. No funds will be used as advocacy, rather this will be for developing methods of gathering feedback on possible plan options and increasing public participation in the process of plan development.

As stated above, this change will be listed with other transfers and adjustments given to the Board at the end of FY21.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Kevan Bryan".

Kevan Bryan
Finance & Budget Director

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 03/02/2021

Title: Amended Tract 1B, C/S 1408

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Amended Tract 1B, Certificate of Survey 1408

BACKGROUND:

New road maintenance agreement has been recorded and allows additional burden.

RECOMMENDED ACTION:

Execute

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 03/02/2021

Title: Christensen Trust Ag Covenant

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Agricultural Covenant for Tract 1, Unnumbered C/S, Located in Section 5, Township 2 South, Range 25 East, Owned by the Richard and Betty Christensen Living Trust

BACKGROUND:

Reviewed

RECOMMENDED ACTION:

Execute

Attachments

Christensen Trust Ag Covenant

Exemption for Agricultural Purposes

A Certificate of Survey of the following described lands is being submitted for recordation in the office of the Yellowstone County Clerk & Recorder whereby the landowners, Richard C. Christensen and Betty Z. Christensen, Trustees of the Richard and Betty Christensen Living Trust, UDT Dated the 12th day of September, 2006, wish to enter into a covenant running with the land and revocable only by mutual consent of the governing body of Yellowstone County and the property owner, or their successor in interest, that the land will be used exclusively for agricultural purposes.

Legal Description: Tract 1, Certificate of Survey No. _____
 Recorded as Document Number _____.

Whereas the landowner has signed on the face of the Certificate of Survey his/her intent and desire to enter into said covenant, the Board of County Commissioners of Yellowstone County do hereby accept and agree to the covenant being placed upon the above described land. A change in use of the land for anything other than agricultural purposes subjects the land to the provisions of Parts 5 & 6 of the Montana Subdivision and Platting MSPA in the Montana Code Annotated.

Dated this _____ day _____ of 2021.

Yellowstone County Commissioners

Chairperson

Commissioner

Attest:

Commissioner

Jeff Martin, Clerk & Recorder

State of Montana)

:

County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared, _____, _____, and _____, members of the Board of County Commissioners, and Jeff Martin, County Clerk & Recorder, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year first above written.

(seal)

Print Name: _____
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires _____

B.O.C.C. Regular

Agenda Item 1. c.

Meeting Date: 03/02/2021

Title: Unnumbered C/S Bill W. Williams

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Unnumbered C/S Located in Section 17, Township 2 North, Range 25 East. Bill W. and Mary Williams

BACKGROUND:

Reviewed by legal

RECOMMENDED ACTION:

Execute

B.O.C.C. Regular

Agenda Item 2.

Meeting Date: 03/02/2021

Title: Board Openings for 3-2-21

Submitted By: Paulette Turner-Byrd

TOPIC:

Board Openings - Historic Preservation; Zoning Commission

BACKGROUND:

See attached

RECOMMENDED ACTION:

Post openings

Attachments

Bd Openings-Historic Pres. & Zoning

YELLOWSTONE COUNTY BOARD OPENINGS

March 2, 2021

HISTORIC PRESERVATION	2 year	1 full to 12/31/22
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- NOTE: Above appointment may have certain occupational requirements for eligibility. For further information, please contact Lora Mattox, Historic Preservation Officer, at 247-8622.

ZONING COMMISSION	2 year	1 partial to 6/30/21
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- NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 247-8662.

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00 P.M. ON THURSDAY, APRIL 1, 2021

February 2, 2021

AREA II AGENCY ON AGING	1 year	1 full to 6/30/21
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- NOTE: Applicant must be sixty (60) years of age or older and a participant of a recognized program for the aged

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/22
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- NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 247-8662.

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/22
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/22
CITY/COUNTY PLANNING: DIST 6	2 year	1 full to 12/31/21

- NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/08/22
FUEGO FIRE SERVICE AREA	3 year	1 full to 12/31/23
HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/23
LAUREL FIRE DISTRICT #7	3 year	2 full to 12/31/22 1 full to 12/31/23 2 full to 12/31/21
LAUREL URBAN FIRE SERVICE AREA	3 year	2 full to 6/30/24

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

BILLINGS URBAN FIRE SERVICE AREA ADVISORY BOARD	3 year	2 full to 12/31/22 2 full to 12/31/23 1 full to 12/31/21
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	5 full to 12/31/23
PARK BOARD	3 year	1 full to 6/30/23

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00 P.M. ON THURSDAY, MARCH 4, 2021

Applications can be picked up in Room 3101 of the Stillwater Building at 316 N 26th Street, downloaded from our website at www.co.yellowstone.mt.gov, or you can call 256-2701 to have an application mailed to you.

For a contact name for further information about a board you are interested in, please contact us at 256-2701.

All applications should be returned to: Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or bocc@co.yellowstone.mt.gov

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 03/02/2021

Title: Courthouse Lobby Security - Release Invitation for Bid

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Release Invitation for Bid for Courthouse Lobby Security

BACKGROUND:

Finance Department is Requesting Commissioner approval to release an Invitation for Bid for Courthouse Lobby Security. Bid will be due no later than 5:00 p.m. March 15th, 2021 and opened and read aloud at the Regular Board meeting on Tuesday March 16th, 2021 at 9:30 a.m. All bids must include a 10% bid security.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

IFB Courthouse Lobby Security

**INVITATION TO BID
YELLOWSTONE COUNTY, MONTANA
COURTHOUSE LOBBY SECURITY**

Yellowstone County will receive sealed bids from interested Contractors to provide Security Services for the County Courthouse Lobby located at 217, North 27th Street, Billings, Montana until 5:00 p.m. March 15th, 2021. All bids must be submitted in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office in the Stillwater Building, 316 North 26th Street, 3rd Floor, Room 3101, 217 Billings, MT 59101. Envelopes containing bids must be marked "Courthouse Security" in the lower right-hand corner.

Bids must be received no later than 5:00 p.m. March 15th, 2021. All bids received by this time and date will be opened and read aloud at 9:30 a.m. March 16th, 2021 in the Commissioners Board Room, Room 3108, located on the 3rd Floor of the Stillwater Building, 316 North 26th Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered.

All bids must include a Bid Security made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of a bid bond, cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Non-construction 2021. Those directives are as follows:

(1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana web-site.

It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and

(3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

(4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

CONTRACT PERIOD

Contract will be one (1) year from signing and renewable to a maximum of 7 years.

Termination of Contract.

Either party may terminate this Contract at any time, upon presentation of a sixty (60) days' notice given to the other party.

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the CONTRACTOR subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Yellowstone County Sheriff's Office, as additional insured for this contract against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the contract and for which Yellowstone County/Yellowstone County Sheriff's Office, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this contract at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the contract by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the contract.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the contract. In addition, Contractor will furnish to Yellowstone County/Yellowstone County Sheriff's Office, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/ Yellowstone County Sheriff's Office, are named as an additional insured under the Contractors insurance policy for this contract. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the contract.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this contract. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

WORKERS COMPENSATION

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period of the project.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990, as well as full compliance with the State of Montana 24/7 laws, and regulations. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana **Executive Order No.15-2018** Requiring the disclosure of dark money spending.

Equal Pay for Montana Women

Contracting Entity shall comply with **Executive Order No. 12-2016** promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) Posting salary ranges in the employment listings;
- (b) Certifying that the contractor will not ask about wage history in employee interviews; and
- (c) Certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received; to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

All questions regarding the bid procedure should be directed to James Matteson – jmatteson@co.yellowstone.mt.gov.

Done by order of the Board of County Commissioners, Yellowstone County, Montana
this 2nd day of March 2021.

Board of County Commissioners
Yellowstone County, Montana

Donald W Jones, Chair

Attest:

Jeff Martin, Clerk and Recorder

EXHIBIT A SCOPE OF WORK

Contractor will provide one (1) person inside the County Courthouse at 217 N. 27th Street according to the following schedule:

On the days that the Courthouse is open, the duty schedule shall be as follows:

8 hour coverage Monday – Friday

7:00 a.m. – 11:00 a.m.

(11:00 a.m. to 2:00 p.m. – Lunch Break)

2:00 p.m. to 6:00 p.m.

Alternative #1

Contractor will provide one (1) person inside the County Courthouse at 217 N. 27th Street according to the following schedule:

On the days that the Courthouse is open, the duty schedule shall be as follows:

10.5 hour coverage Monday – Friday

7:00 a.m. – 12:00 p.m.

(12:00 p.m. to 12:30 p.m. Lunch Break)

12:30 p.m. to 6:00 p.m.

The County and the contractor may adjust this schedule by mutual written agreement.

The Courthouse is closed on County legal holidays and weekends. Security Services coverage will not be required those days.

1. Security Services coverage will include, but not be limited to observing and addressing crowd flow and addressing questions presented by general public. To that end, the County will furnish a workstation in the Courthouse lobby as the base of operation.

2. Duties will include checking all restrooms and elevators at the close of business on a daily basis in the Courthouse and other duties assigned by the Courthouse liaison.

3. Public relations duties include providing to the general public assistance including but not limited to locating and directing the public to specific Courthouse County offices and Departments.

4. The Contractor shall provide, at its own expense, uniforms approved by the County, for all Courthouse security personnel.

5. Contractor shall make provisions for cellular telephone contact to be able to communicate immediately with Courthouse staff or law enforcement through the City-County Dispatch Center.

6. Personnel shall maintain regular communication with Courthouse liaison and/or designated staff, including submission of detailed daily reports giving a detailed account of rounds made, observations and times. In addition to the daily reports, security personnel are required to complete detailed incident reports each time a major event happens in the Courthouse, for example if 911 is called or if they have a negative interaction with persons in the Courthouse.

7. The County agrees to notify Contractor as soon as possible of any changes in procedures that might affect Courthouse Public Relations personnel's performance on their duties.

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

Read and understand the specifications and bid procedure.

Enclosed the required bid security.

Make yourself familiar with any State or County laws that pertain to this bid.

Asked and received answers to any questions regarding the bid procedure, specifications or questions of a general nature.

Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

COURTHOUSE SECURITY SERVICES

PRICE BID SHEET

**Include this sheet with your other documents when submitting your proposal.
Please place this sheet in the front of your proposal.**

The County is interested in contracting for Security Services for an 8 hour day schedule with consideration of a 10.5 hour per day schedule as an alternative. The initial contract will be for 1 year with possible yearly contract extensions up to a maximum of 7 years.

Hourly rate for - 8 hour coverage \$ _____

Hourly rate for – 10.5 hour coverage \$ _____

Company Name

Authorized Representative

Mailing Address

City, State and Zip Code

Telephone Number

Date Submitted

I acknowledge receiving the following addenda.

#1 _____
Initials

#2 _____
Initials

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 03/02/2021**Title:** Request to Expend - Public Works, Road & Bridge Equipment**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

Public Works Request to Expend for Road & Bridge Equipment

BACKGROUND:

The Public Works Department is requesting Commissioner approval for the purchase of equipment for the Road & Bridge Division.

All purchases were anticipated and included on the Approved Road & Bridge Capital Expenditure Budget for FY2021.

4050.000.599.430210.940 - Road Capital Expenditure Equipment

4050.000.599.430244.940 - Bridge Capital Expenditure Equipment

1. New Rubber Tire Loader - \$144,021.82

Invitation for Bid released - Nov 2nd, 2020

Bid Opening - Nov 17th, 2020

Recommendation of Award - Nov 24th, 2020

2. Two New Self Propelled Brooms - \$95,970 (after Trade-In)

Invitation for Bid released on Nov. 17th, 2020

Bid Opening - December 8th, 2020

Recommendation of Award - December 15th, 2020

3. Service Body for Sign Truck - \$6,900.00**RECOMMENDED ACTION:**

Approve the requests and return copies to Finance

Attachments

Public Works RTE Loader 2021

Public Works RTE Road Broom Equip

Public Works RTE Sign Truck Body

YELLOWSTONE COUNTY
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available; and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: New 2021 John Deere 744 L Loader with
Heater Kit

Cost: 333,021.82

Other costs: 5,000.00 2021 JD Heater Kit

Less trade-in/discount: -194,000.00 John Deere Loader

Net cost of request: 144,021.82

Explanation of purchase: New 2021 John Deere 744 L Loader with
Heater Kit Less Trade In

Public Works X Clay Moore 2-18-2021
Department Elected Official or Department Manager Date

BUDGET INFORMATION

Account Numbers: 4050-599-430210-940

Budget Balance: \$327,902.00

Is this a budgeted item? Yes

Finance Note: _____

James Matteson 02/19/2021
Purchasing Agent Date

COMMISSIONER ACTION

Approved: Yes _____ No _____

Tabled: _____

Date: _____

Votes: Yes _____ No _____

Chairperson _____

Member _____

Member _____



RDO Equipment Co.
5221 Midland Road
Billings, MT 59101
406-259-5536
Fax: 406-256-2269

For Billing Inquiries or to
receive invoices via MyDealer
website, please contact
RDOAR@rdoequipment.com

Ship to: N/A

Branch
12 - BILLINGS, MT *REPRINT*

Date 01/26/2021 Time 7:45:06 (O) Page 1
Account No. 7787006 Phone No. 4062562718 Invoice No. E0307512

Ship Via Purchase Order 11111
Tax Exemption Number Federal ID Number

Invoice to: YELLOWSTONE COUNTY
PUBLIC WORKS
PO BOX 35024
BILLINGS MT 59107-5024

Salesperson
ESM

EQUIPMENT INVOICE

Description Amount

Deal #: 1371962 Customer Pickup at Store

Stock #: X992813 Serial #: 1DW744LXKMF710027 333021.82
New 2021 JD 744L
744L 4WD LOADER

Sale # 01 Subtotal: 333021.82
TOTAL: 333021.82

Stock #: X992814 Serial #: 116121EG 5000.00
New 2021 JD HEATER
KIT, DIESEL FIRED CO

Sale # 02 Subtotal: 5000.00
TOTAL: 5000.00

Trade Ins ~~744~~ 744
=====

Stock #: X992279 Serial #: 1DW744KXKFD666403 194000.00-
4WD LOADER

Trade In Total: 194000.00-

Subtotal: 144021.82
TOTAL DUE RDO EQ.CO.: 144021.82

PLEASE REMIT TO: RDO EQUIPMENT CO.
P.O. BOX 7160
FARGO, ND 58106-7160

INVOICE DUE UPON RECEIPT

**YELLOWSTONE COUNTY - CIP FUND
FY 21 - FINAL**

	GENERAL FUND	PARKING	PUBLIC SAFETY	YOUTH SERVICES	ROAD MEANT	BUNNY BRIDGE	BRIDGE	JUNK VEHICLE	EXTENSION	WEED	RECORDS PRESERV.	TOTAL
Est. Net Cash 7/01/20	16,427,133	327,359	1,614,936	481,012	2,533,487	150,387	1,927,800	164,561	206,210	\$21,967	108,769	24,884,591
Expenditures	(3,612,200)	-	(530,200)	(66,000)	(1,049,250)	-	(315,550)	658	-	(30,800)	-	(5,993,500)
Interest Earned	63,709	1,309	7,104	1,792	9,014	-	40,000	35,000	825	1,808	755	94,045
Transfers-in	1,250,000	-	450,000	-	-	-	-	-	-	20,000	-	1,795,000
Parking fees	-	24,000	-	-	-	-	-	-	-	-	-	24,000
Property rent	-	-	12,000	-	-	-	-	-	-	-	-	12,000
EST. CASH 6/30/21	14,068,642	352,658	1,614,840	396,804	1,493,221	150,387	1,509,821	200,219	207,035	492,975	109,524	20,876,136
REQUESTED FY21 PROJECTS												
General:												
Elevator - mechanical upgrades - all 3	(550,000)											(550,000)
Annual carpet replacement	(15,000)											(15,000)
Ballards for N. 27th and 3rd Ave N - 9-carriover	(13,500)											(13,500)
HVAC cont.-slatbth cooling coils-carriover	(25,000)											(25,000)
Courthouse sewer line	(26,000)											(26,000)
Courthouse Emergency Illumination-slatway	(25,000)											(25,000)
Elevator-cad access security	(8,000)											(8,000)
Stiltwater-add 1 rented space-build out CTA	(1,380,000)											(1,380,000)
Courthouse remodel-Phase 1-1st fl, 2nd partial	(990,000)											(990,000)
Courthouse Utilization-remaining carriover	(12,000)											(12,000)
Round Bldg for EOC-round up est	(650,000)											(650,000)
Round up salt spreader - Feedlines	(6,000)											(6,000)
Round up salt spreader - Feedlines	(22,000)											(22,000)
Round up salt spreader - Feedlines	(4,000)											(4,000)
Security camera system	(4,000)											(4,000)
YCHA-accessible ramp-carriover	(5,000)											(5,000)
YCHA-security door ltr carriover	(5,000)											(5,000)
S.O.:												
YCODE Sewer Project - to complete			(50,000)									(50,000)
YCODE Punch list and finishs-remodel			(50,000)									(50,000)
Parking lot-front - repave-carriover			(20,000)									(20,000)
Evidence Building - new roof-carriover			(55,000)									(55,000)
LED Parking Lot Lights			(15,000)									(15,000)
Roof Repairs - annual & Kitchen area			(140,000)									(140,000)
Shooting range asphalt			(25,000)									(25,000)
Refertail windows at S/O HQ			(95,000)									(95,000)
Polartisal concrete sections-detonation facility			(75,000)									(75,000)
Garage doors-detonation center			(2,200)									(2,200)
Front entry doors - detention center			(3,000)									(3,000)
YSC:												
Kitchen cabinet replacements - carriover			(26,500)									(26,500)
Youth Services-Replace HVAC controls - SC			(25,000)									(25,000)
Youth Services-Replace HVAC controls - SD			(25,000)									(25,000)
Rewiring project - TITCal 5 cabling			(9,500)									(9,500)
Road:												
New Dump Truck			(165,000)									(165,000)
New 4 door 1/2 ton pickup			(46,000)									(46,000)
New sign truck box & chassis-7525 w/budge			(63,750)									(63,750)
2 new booms			(138,000)									(138,000)
Dump truck- carriover from FY20			(60,000)									(60,000)
Ford 550 carriover from FY20			(133,200)									(133,200)
Gosweneck- carriover from FY20			(128,300)									(128,300)
New loader less buyback (\$385K - \$210K)			(165,000)									(165,000)
Detachable neck trailer-carriover from FY20			(140,000)									(140,000)
Bridges:												
New Dump Truck			(165,000)									(165,000)
New 4 door 1/2 ton pickup			(46,000)									(46,000)
New sign truck box & chassis			(63,750)									(63,750)
New Transport truck			(138,000)									(138,000)
Trailer-carriover from FY20 Budge budget			(60,000)									(60,000)
Service truck-carriover from FY20			(133,200)									(133,200)
Weed:												
New completion with storage areas for office			(14,000)									(14,000)
Backsplash around sink area in 2 bathrooms			(23,900)									(23,900)
2020 John Deere XUV 835M HVAC			(10,000)									(10,000)
New addition - carriover from FY20-complete			(50,600)									(50,600)
CASH OUTFLOWS	(3,612,200)	-	(530,200)	(66,000)	(1,049,250)	-	(515,250)	-	-	(50,600)	-	(5,993,500)

YELLOWSTONE COUNTY
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: 2 new Broce Brooms

Cost: 120,970.00

Other costs: _____

Less trade-in/discount: 25,000.00

Net cost of request: 95,970.00

Explanation of purchase: 2 new Broce Brooms less trade in

Public Works

Department

X

Clay Moore
Elected Official or Department Manager

2-18-2021

Date

BUDGET INFORMATION

Account Numbers: 4050-599-430210-940

Budget Balance: \$327,902.00

Is this a budgeted item? Yes

Finance Note: _____

COMMISSIONER ACTION

Approved: Yes _____ No _____

Tabled: _____

Date: _____

Votes: Yes _____ No _____

Chairperson _____

Member _____

Member _____

James Matteson
Purchasing Agent

02/19/2021

Date

INVOICE



Billings (406) 245-3188
Belgrade (406) 388-5815
Great Falls (406) 452-9551
Casper (307) 472-1818
Rock Springs (307) 362-4000

Invoice: 01S1114
Invoice Date: 01/29/2021
Deal/Packet: 389/1
Branch: Billings
Department: New

"Your Success is Our Success"

www.tste.com

Bill-To:
Yellowstone County
Po Box 35015
3321 King Avenue East
Billings, MT 59101

Ship-To:
Yellowstone County
Po Box 35015
3321 King Avenue East
Billings, MT 59101

ID: M99325 Ph: P/O: Tim Miller Salesperson: Art Logan

+ SOLD UNIT(S)

Stock Number: 10472 *812* Price: \$59,943.00
VIN: 412268
Year: 2021 Make: BROCE Model: RCT-350

Stock Number: 10473 *813* Price: \$61,027.00
VIN: 412269
Year: 2021 Make: BROCE Model: RCT-350

Total Sold Unit(s): \$120,970.00

- TRADE-IN UNIT(S)

Stock Number: 10483 *870 641* Allowance: (\$10,000.00)
VIN: 1234
Year: 2004 Make: Superior Model: DT80J

Stock Number: 10484 *694* Allowance: (\$15,000.00)
VIN: 406919
Year: 2010 Make: BROCE Model: CRT350

Total Trade-In(s): (\$25,000.00)

Difference: \$95,970.00

Total FET: \$0.00

Total: \$95,970.00

Net: \$95,970.00

Balance Due: \$95,970.00

Remit Balance Due To:
Tri-State Truck & Equipment - Billings
Po Box 1298
Billings, MT 59103

Comments:

STANDARD FACTORY WARRANTY
PLUS EXTENDED WARRANTY-60 MONTH/2,000HR WHICHEVER COMES FIRST

F.O.B. TSTE BILLINGS, MT

YELLOWSTONE COUNTY - CIP FUND

FY 21 - FINAL

	GENERAL FUND	PARKING	PUBLIC SAFETY	YOUTH SERVICES	ROAD - HEAVY EQUIPMENT	BUNNY BRIDGE	BRIDGE	JUNK VEHICLE	EXTENSION	WEED PRESERV.	RECORDS	TOTAL
Est. Net Cash 7/01/20	16,427,133	327,359	1,975,936	481,012	2,533,457	150,387	1,977,800	164,561	206,210	521,967	188,169	24,854,597
Expenditures	(3,672,200)	-	(530,200)	(86,000)	(1,049,250)	-	(515,250)	7,271	-	(50,600)	-	(3,803,500)
Interest Earned	63,709	1,309	7,104	1,792	9,014	-	7,271	558	825	1,608	755	94,045
Transfers-in	1,250,000	-	450,000	-	-	-	40,000	35,000	-	20,000	-	1,795,000
Parking fees	-	24,000	-	-	-	-	-	-	-	-	-	24,000
Property rent	-	-	12,000	-	-	-	-	-	-	-	-	12,000
EST. CASH 6/30/21	14,068,642	352,668	1,514,840	396,804	1,493,221	150,387	1,509,821	200,219	207,035	492,975	189,524	20,876,136
=====												
REQUESTED FY21 PROJECTS												
General:												
Elevator - mechanical upgrades - all 3	(550,000)											(550,000)
Annual capel replacement	(15,000)											(15,000)
Bulldozers for N. 27th and 3rd Ave N - 9-carriover	(13,500)											(13,500)
HVAC cont. Silbush cooling coils-carriover	(25,000)											(25,000)
Courthouse sewer line	(25,000)											(25,000)
Courthouse Emergency Illumination-silbush	(8,000)											(8,000)
Elevator-card access security	(1,380,000)											(1,380,000)
Silbush-add Tiered space-build out-CTA	(990,000)											(990,000)
Courthouse remodel-Phase 1&2 II, 2nd partial	(112,000)											(112,000)
Courthouse remodel-remaining carriover	(690,000)											(690,000)
Remodel for SC - pickup up est	(22,000)											(22,000)
Pick up self storage - 15 bldgs	(4,700)											(4,700)
Replacement pickup-used facilities-YSC	(40,000)											(40,000)
Security cameras - courthouse yard	(5,000)											(5,000)
YCH-accessible ramp-carriover												
YCH-security door fix carriover												
S.O.:												
YCH- Sewer Project - to complete			(50,000)									(50,000)
YCH- Punch list and finish-misc.-remodel			(50,000)									(50,000)
Parking lot-front - repairs-carriover			(20,000)									(20,000)
Evidence Building - new roof-carriover			(55,000)									(55,000)
LED Parking Lot Lights			(15,000)									(15,000)
Roof Repairs - annual & kitchen area			(140,000)									(140,000)
Shedding range asphalt			(25,000)									(25,000)
Remodel windows at SC HQ			(95,000)									(95,000)
Remodel concrete section-attention facility			(75,000)									(75,000)
Remodel concrete section center			(2,200)									(2,200)
Front entry doors - detention center			(3,000)									(3,000)
YSC:												
Kitchen cabinet replacements - carriover			(25,500)									(25,500)
Youth Services-Replace HVAC controls - SC			(25,000)									(25,000)
Youth Services-Replace HVAC controls - SD			(9,500)									(9,500)
Re-wiring project - IT/Caf 5 cabling												
Road:												
New Dump Truck			(165,000)									(165,000)
New 4 door 1/2 ton pickup			(46,000)									(46,000)
New 5 ton truck box & chassis-15/25 w/diode			(63,750)									(63,750)
2 new brooms			(138,000)									(138,000)
Dump truck- carriover from FY20			(80,000)									(80,000)
Ford 550 carriover from FY20			(133,200)									(133,200)
Goswami- carriover from FY20			(128,300)									(128,300)
New 4 door 1/2 ton pickup (558K - \$210K)			(155,000)									(155,000)
Orderstate truck trailer-carriover from FY20			(140,000)									(140,000)
Bridge:												
New Dump Truck			(165,000)									(165,000)
New 4 door 1/2 ton pickup			(46,000)									(46,000)
New 5 ton truck box & chassis			(63,750)									(63,750)
New tanaport truck			(138,000)									(138,000)
Trailer-carriover from FY20 Bridge budget			(80,000)									(80,000)
Service truck-carriover from FY20			(133,200)									(133,200)
Weed:												
New contention with storage areas for office			(14,000)									(14,000)
Backpack around sink area in 2 bathrooms			(2,700)									(2,700)
2020 John Deere XUV 835M HVAC			(23,900)									(23,900)
New addition - carriover from FY20-complete			(10,000)									(10,000)
CASH OUTFLOWS												
	(3,672,200)	-	(530,200)	(86,000)	(1,049,250)	-	(515,250)	-	(50,600)	-	-	(5,903,500)

YELLOWSTONE COUNTY
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: SERVICE Body for New Sign Truck

Cost: 6,900.00

Other costs: _____

Less trade-in/discount: _____

Net cost of request: 6,900.00

Explanation of purchase: SERVICE Body for New Sign Truck

75% Road 25% Bridge

Public Works

Department

X Clay Moore

Elected Official or Department Manager

2-18-2021

Date

BUDGET INFORMATION

4050-599-430210 - 940 ROAD

Account Numbers: 4050-599-430244 - 940 BRIDGE

4050.000.599.430210.940 \$327,902.00

Budget Balance: 4050.000.599.430244.940 \$491,163.00

COMMISSIONER ACTION

Approved: Yes _____ No _____

Tabled: _____

Is this a budgeted item? Yes

Date: _____

Finance Note: _____

Votes: Yes _____ No _____

Chairperson _____

Member _____

Member _____

James Matteson

02/19/2021

Purchasing Agent

Date

YELLOWSTONE COUNTY - CIP FUND

FY 21 - FINAL

	GENERAL FUND	PARKING	PUBLIC SAFETY	YOUTH SERVICES	ROAD - HEAVY EQUIPMENT	BUNDY BRIDGE	BRIDGE	JUNK VEHICLE	EXTENSION	WEED	RECORDS PRESERV.	TOTAL
Est. Net Cash 7/01/20	16,427,133	327,359	1,976,936	481,012	2,533,457	150,387	1,977,800	164,551	206,210	521,967	188,769	24,854,591
Expenditures	(3,672,200)	-	(530,200)	(65,000)	(1,049,250)	-	(515,250)	-	-	(50,600)	-	(5,903,500)
Interest Earned	63,709	1,309	7,104	1,792	9,014	-	7,271	658	825	1,608	755	94,045
Transfers-in	1,250,000	-	450,000	-	-	-	40,000	35,000	-	20,000	-	1,795,000
Parking fees	-	24,000	-	-	-	-	-	-	-	-	-	24,000
Property rent	-	-	12,000	-	-	-	-	-	-	-	-	12,000
EST. CASH 6/30/21	14,068,642	352,658	1,914,840	396,804	1,489,221	150,387	1,509,821	200,219	207,035	492,975	189,524	20,876,136
REQUESTED FY21 PROJECTS												20,876,136
General:												
Elevator - mechanical upgrades - all 3	(550,000)											(550,000)
Annual carpet replacement	(15,000)											(15,000)
Bolards for N, 27th and 3rd Ave N - 9-carriover	(13,500)											(13,500)
HVAC coil-Silvish cooling coils-carriover	(25,000)											(25,000)
Courthouse sewer line	(25,000)											(25,000)
Courthouse interior lighting-stairway	(25,000)											(25,000)
Courthouse interior lighting-stairway	(25,000)											(25,000)
Elevar-cool coils-carriover	(40,000)											(40,000)
Silverleaf-card 1 rented space-build out-CTA	(1,380,000)											(1,380,000)
Courthouse renovation-Phase 1-4th fl. 2nd partial	(980,000)											(980,000)
Courthouse Utilization-remaining carriover	(12,000)											(12,000)
Round Bldg for EOC-round up est	(550,000)											(550,000)
Pick up sail spreader - Facilities	(6,000)											(6,000)
Replacement pickup-used-Facilities-YSC	(22,000)											(22,000)
Security cameras - courthouse yard	(4,700)											(4,700)
YCM-accessible ramp-carriover	(40,000)											(40,000)
YCM-security door fix carriover	(5,000)											(5,000)
S.O.:												
YOCF Sewer Project - to complete			(50,000)									(50,000)
YOCF Pump lift and finish-misc-remodel			(50,000)									(50,000)
Parking lot front - repave-carriover			(20,000)									(20,000)
Electric building - new roof-carriover			(50,000)									(50,000)
LED lighting - new roof-carriover			(140,000)									(140,000)
Roof Repair - animal & kitchen area			(140,000)									(140,000)
Shedding ramp asphalt			(95,000)									(95,000)
Retreat windows at SO HQ			(95,000)									(95,000)
Polyluxal concrete sections-deflection facility			(75,000)									(75,000)
Garage doors-deflection center			(12,200)									(12,200)
Front entry doors - deflection center			(3,000)									(3,000)
YSC:												
Kitchen cabinet replacements - carriover				(25,500)								(25,500)
Youth Services-Replace HVAC controls - SC				(25,000)								(25,000)
Youth Services-Replace HVAC controls - SC				(25,000)								(25,000)
Rewiring project - IT/Caf 5 cabling				(9,500)								(9,500)
Road:												
New Dump Truck												
New 4 door 1/2 ton pickup												
New sign truck box & chassis-7525 widebody												
2 tire boom												
2 tire boom												
Food 550 carriover from FY20												
Food 550 carriover from FY20												
Goose-neck- carriover from FY20												
New leader less hookback 1356K - \$210K												
Detachable neck trailer-carriover from FY20												
Bridge:												
New Dump Truck												
New 4 door 1/2 ton pickup												
New sign truck box & chassis												
New Transport truck												
Trailer-carriover from FY20 Bridge budget												
Service truck-carriover from FY20												
Weed:												
New counter-top with storage areas for office												
Backsplash around sink area in 72 bedrooms												
2020 John Deere XUV 550H HVAC												
New addition - carriover from FY20-complete												
CASH OUTFLOWS	(3,672,200)	-	(530,200)	(65,000)	(1,049,250)	-	(515,250)	-	-	(50,600)	-	(5,903,500)

B.O.C.C. Regular

Agenda Item 3. c.

Meeting Date: 03/02/2021**Title:** YCDF- Invitation for Bid - Polish/Seal Interior Concrete Floors**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

TOPIC:

Yellowstone County Detention Facility Invitation for Bid to Polish/Seal Interior Concrete Floors

BACKGROUND:

The Sheriff's Office Detention Facility is requesting Commissioner approval to release an Invitation for Bid for Polish and Seal approximately 20,435 square feet of Interior Concrete Floors. Bids will be due by March 22nd at 5:00 p.m. All bids received by this time and date will be opened and read aloud at 9:30 a.m. March 23rd, 2021 in the Commissioners Boardroom, room 3101 of the Stillwater Building, 316 North 26th Street, Billings, MT. The project was expected and included on the FY 21 YCDF Capital Expenditures budget. A 10% bid bond is required.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

YCDF IFB Polish/Seal Interior Floors

YELLOWSTONE COUNTY
INVITATION FOR BID
Yellowstone County Detention Facility
Polish/Seal Interior Concrete Floors

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids from interested parties for the Yellowstone County Detention Facility Detention Polish/Seal Interior Concrete Floors, 3165 King Avenue East, Billings, MT; this includes the cost of all materials, permits, labor and equipment necessary to complete the project. Bids must be labeled "YCDF-Polish/Seal Floors" and mailed in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the third floor of the Stillwater Building, 316 N 26th Street, Billings, MT 59101. Bids must be received no later than 5:00 p.m. March 22nd, 2021. All bids received by this time and date will be opened and read aloud at 9:30 a.m. March 23rd, 2021 in the Commissioners Boardroom, Room 3101 of the Stillwater Building, 316 N 26th Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered.

All bids must include a Bid Security in an amount equal to ten percent (10%) of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project; see attached schedule for required insurance amounts.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

No bid may be withdrawn for at least 60 days from the bid opening date.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

(1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification during construction of the project; (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and (3) each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

(4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, Part 4 of the Montana Code Annotated.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects sub-contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Questions related to the bid specifications shall contact Capt. Roger Bodine @ (406) 256-6900 or rbodine@co.yellowstone.mt.gov. All questions regarding the bid procedure shall contact James Matteson at 406-256-2717 or jmatteson@co.yellowstone.mt.gov.

INSURANCE REQUIREMENTS

Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

WORKERS COMPENSATION

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period of the project.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990, as well as full compliance with the State of Montana 24/7 laws, and regulations. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana **Executive Order No.15-2018** Requiring the disclosure of dark money spending.

Equal Pay for Montana Women

Contracting Entity shall comply with **Executive Order No. 12-2016** promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) Posting salary ranges in the employment listings;
- (b) Certifying that the contractor will not ask about wage history in employee interviews; and
- (c) Certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Questions related to the bid specifications shall contact Capt. Roger Bodine @ (406) 256-6900 or rbodine@co.yellowstone.mt.gov. All questions regarding the bid procedure shall contact James Matteson at 406-256-2717 or jmatteson@co.yellowstone.mt.gov.

Done by order of the Board of County Commissioners, Yellowstone County, Montana
this 2nd day of March 2021.

Board of County Commissioners
Yellowstone County, Montana

Donald W. Jones
Chair

Attest:

Jeff Martin
Clerk and Recorder

SCOPE OF WORK

SCOPE OF WORK – Concrete Floor Polishing

- Remove existing coatings
- Seal cracks and joints with an epoxy or other semi-rigid filler.
- Grind with a 30- or 40-grit metal-bonded diamond.
- Grind with an 80-grit metal-bonded diamond.
- Grind with a 150-grit metal-bonded diamond (or finer, if desired).
- Apply a chemical hardener to densify the concrete.
- Polish with a 100- or 200-grit resin-bond diamond, or a combination of the two.
- Polish with a 400-grit resin-bond diamond.
- Polish with an 800-grit resin-bond diamond.
- During the polishing process, a Grey internal impregnating sealer is to be applied- Color to be approved by owner prior to application.

YCDF CONCRETE POLISH PRICE BID SHEET

Include this sheet with your other documents when submitting your bid.

Please place this sheet in Front of your bid package.

BASE BID (approximately 20,435 sq. ft to be confirmed by bidder)

\$ _____

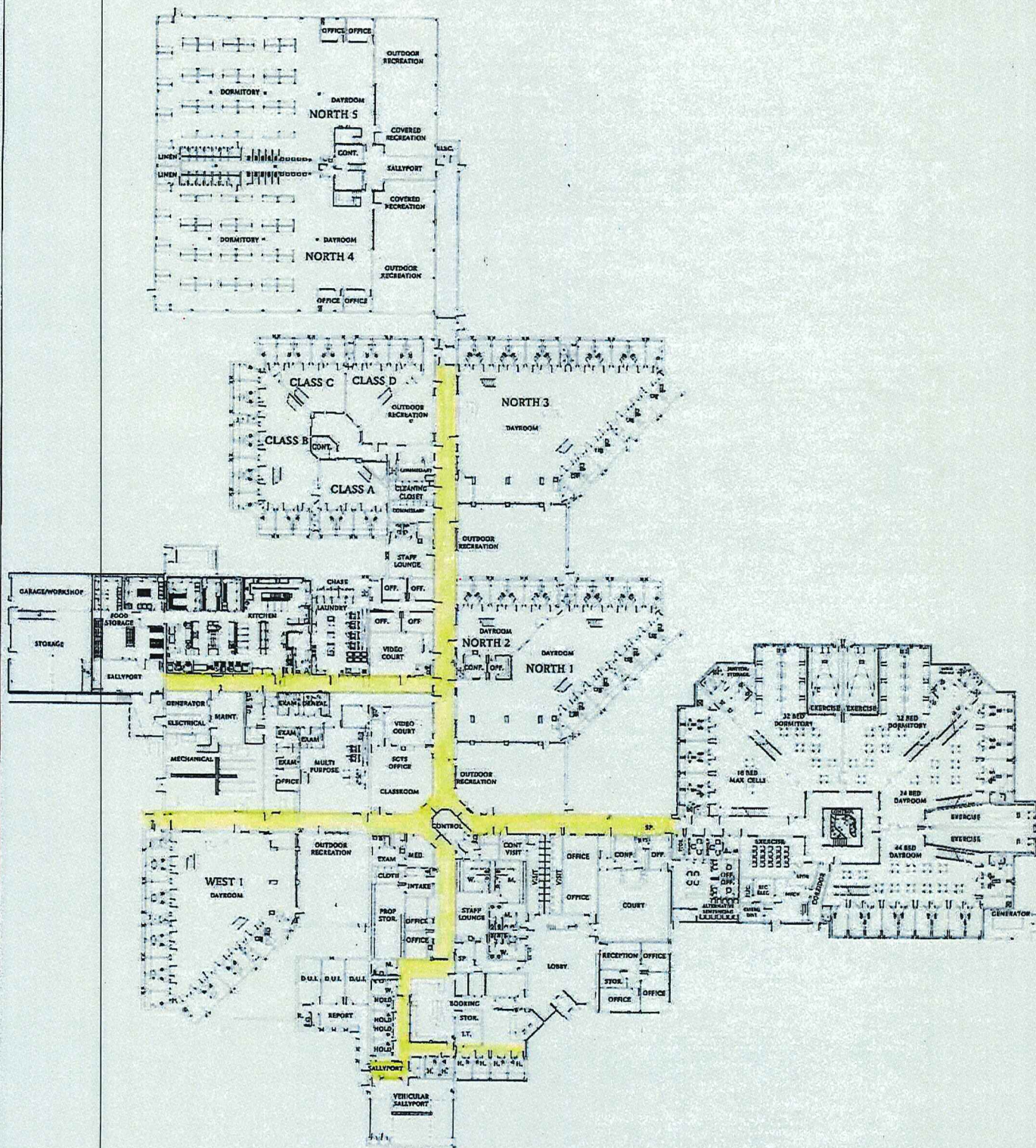
Start Date

Completion Date

I acknowledge receiving the following addenda. (as released)

#1 _____

#2 _____



YELLOWSTONE COUNTY DETENTION FACILITY

B.O.C.C. Regular

Agenda Item 3. d.

Meeting Date: 03/02/2021

Title: MetraPark Contract with Kinetic MC

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Contract with Kinetic MC

BACKGROUND:

MetraPark is requesting Commissioner approval for a contract with Kinetic Marketing to provide microsite development, microsite updates, presentation deck, talking points, community outreach and a social media plan specific to community information. The project cost is \$49,900.00 with an expected completion date before June 30th, 2021.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

MetraPark Contract Kinetic

Standard Form of Agreement between Owner For Professional Services

This agreement is dated as of the 2nd day of March 2021 by and between Yellowstone County, Montana (hereinafter called Owner), and Kinetic Marketing & Creative, (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide microsite development, microsite updates, presentation deck, talking points, community outreach and a social media plan specific to community information.

2. Contract Times

The project is expected to be completed by June 30th, 2021

3. Contract Price

Owner shall pay the Contractor a maximum of \$49,900.00 including all reimbursables.

4. Representation

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 Contractor has visited the sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Architect has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement
- 5.2 Contractor Statement of Work dated 02/22/2021

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Architect negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Architect, agents, employees, representatives, assigns and subcontractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy.

additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of the Owner for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Architect agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.
- 6.5 Owner and Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.

- 6.6 The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.8 Termination of Contract.
Either party may terminate this Contract at any time, upon presentation of a Thirty (30) days' notice given to the other party

IN WITNESS WHEREOF, OWNER and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective March 2nd, 2021.


OWNER:

Yellowstone County
Billings, MT 59101

Contractor:

Kenetic
Billings, MT 59101

Donald W Jones
BOCC Chairman



Dana Pulis, Owner/Principal
Kinetic

Attest:

Jeff Martin, Clerk and Recorder

MetraPark

STATEMENT OF WORK

Vision and Planning Communication Strategy

March through June

February 22, 2021



STATEMENT OF WORK BETWEEN KINETIC MARKETING & CREATIVE AND METRAPARK

This estimates provides for certain projects to be executed leading up to the potential bond campaign. It heavily involves working for and with the MetraPark and others to fully engage and communicate to the community about the MetraPark vision and future direction.

PROJECT:
MICROSITE DEVELOPMENT

Kinetic will develop a site that houses all communications and will be a real-time history of the progress of the Metra vision development and will be a place where the community can get all information. Social media will reflect back to this site, and the site will serve as a hub for all communications.

COST: \$8,500

PROJECT:
MICROSITE UPDATES

Kinetic will update the website as new information comes out to include in the content. It is estimated that the updates will be ten (10) hours a month over four months.

COST: \$6,400

PROJECT:
PRESENTATION DECK, TALKING POINTS, COMMUNITY OUTREACH

MetraPark spokespersons need to talk to community groups about the MetraPark future vision and listen to these groups' thoughts and questions. Kinetic will build a deck for these presentation. This estimate also includes development of messaging and talking points that will help all spokespersons deliver the same message. Last, this estimate provides for some level of outreach to community members to arrange presentations for MetraPark spokesperson.

COST: \$5,000

PROJECT:

SOCIAL MEDIA PLAN AND MANAGEMENT SPECIFIC TO COMMUNITY INFORMATION

Kinetic will post on all social media sites (Instagram, Facebook, LinkedIn, Twitter) consistent with communications throughout the information phase of the project. Communications will include posts, graphic posts, live events and town hall events, and more. The frequency will depend on the communications cadence and cost will be relative to this frequency.

Included in this cost will be social media monitoring and response in behalf of Metra Park. Included in this cost will be an editorial calendar with post content and frequency. Posting for five months.

COST: \$20,000

PROJECT:

BRAND AND COMMUNICATIONS CONSULTANTS

These next few months involved the coordination of many individuals acting in behalf of the MetraPark as well as many activities needed to successful lead up to a bond campaign. This project accommodates for two people—Dana Puls and Jennifer Owen—to work with all parties involved to execute a successful communications campaign.

This estimate accommodates for 65 hours of consultative, organization, communications, meetings, presentations, and project management.

COST: \$10,000

TOTAL COST FOR ALL PROJECTS: \$49,900

APPROVAL



02/22/2021

Dana Pulis, Owner/Principal
Kinetic

Date:

Tim Goodridge, Assistant GM
MetraPark

Date:

The Fine Print

A revision is defined as a change to copy, graphic elements or design that moderately impacts the proposed content, layout, functionality or time allotted for the work project. Changes for a revision should be communicated to Kinetic in person or in an email. Revisions should not be sent in multiple emails. Significant changes or requests for new concepts are not revisions and are not included in this estimate. If a client requests significant changes or new concepts, there will be additional charges at \$153 an hour and a delay in deliverables. Your Account Director will review revision requests and determine scope of revisions.

This estimate does not include hard costs, photography, printing, media buys, travel, etc.

METRA COSTS FOR MASTER PLANNING

METRA PARK MASTER PLAN COMMUNICATIONS	PROJECT COST	NOTES
Metra future state vision: website	\$8,500	For the build and initial content, does not include ongoing content upkeep/maintenance
Website updates over 4 months/est. at 10 hrs/month	\$6,400	Ongoing website updates: time and materials cost
Social media build, plan, content, images, posting March-July/\$4,000 month	\$20,000	Will include cross posting, crossing promoting
Presentation deck/talking points, community outreach	\$5,000	Outreach to community groups
Brand and communications consultation	\$10,000	All communications, meetings, presentations, status meetings, project management
TOTAL COSTS	\$49,900	

THANK YOU!

KINETIC MARKETING & CREATIVE
117 N. BROADWAY, BILLINGS, MONTANA 59101
406.534.2140 | INFO@KINETICMC.COM | KINETICMC.COM



TITLE	MetraPark Contract
FILE NAME	MetraPark Contrac...edia 2021 (1).pdf
DOCUMENT ID	e627d56ca0fb0c397fdb749eb26c5524c6f5ec2d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

02 / 25 / 2021

01:19:22 UTC

Sent for signature to Dana Pulis (dana@kineticmc.com) from admin@kineticmc.com
IP: 98.127.36.19



VIEWED

02 / 25 / 2021

01:24:55 UTC

Viewed by Dana Pulis (dana@kineticmc.com)
IP: 184.167.200.208



SIGNED

02 / 25 / 2021

01:25:07 UTC

Signed by Dana Pulis (dana@kineticmc.com)
IP: 184.167.200.208



COMPLETED

02 / 25 / 2021

01:25:07 UTC

The document has been completed.

B.O.C.C. Regular

Agenda Item 3. e.

Meeting Date: 03/02/2021

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for lost warrant on lost/stale dated check

RECOMMENDED ACTION:

Approve reissue

Attachments

BFLW

BOND FOR LOST WARRANT

On July 16, 2019 Yellowstone County issued a warrant numbered 486115 to Wolery, Nyda (Principal) in the amount of \$1,079.48. The warrant was drawn in payment of claim number 538153. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$1,079.48 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$2,158.96 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 22nd day of Feb. 22, 2021.

Nyda Wolery
Principal

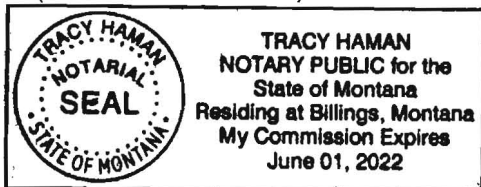
Nyda Wolery
Principal

1630 Primmer Dr.
Mailing Address for replacement check

Beep.Mt 59105

SUBSCRIBED AND SWORN to before me this 22nd day of FEBRUARY, 2021.

(NOTARIAL SEAL)



Tracy Haman
Notary public for the State of MT
Residing at Billings, MT 59105
My commission expires 6-1-2022

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

1/20/21

B.O.C.C. Regular

Agenda Item 3. f.

Meeting Date: 03/02/2021

Title: Travelers Bond Review

Submitted For: Jennifer Jones

Submitted By: Jennifer Jones

TOPIC:

Semi-Annual Bond Review with Travelers Insurance

BACKGROUND:

Semi-annual bond review with Travelers Insurance.

RECOMMENDED ACTION:

File.

Attachments

Travelers

Yellowstone County



FINANCE
(406) 256-2718
(406) 254-7929 (FAX)

P.O. Box 35003
Billings, MT 59107-5003

March 1, 2021

Board of County Commissioners
PO Box 35000
Billings, MT 59107

Dear Board of County Commissioners:

Per MCA 7-4-2213, the "*County Commissioners shall examine, at a regular meeting in March and September of each year, all official bonds of all county officials then in force and effect and investigate the qualifications and financial condition and liability of all sureties thereon and their sufficiency*". The Finance department has reviewed the financial strength ratings of Travelers Casualty and Surety Company of America (the Provider) which underwrites the Public Employee Dishonesty policy purchased by Yellowstone County. Our review indicates the Provider's financial strength ratings are in the "A" range among all four of the major bond rating agencies. Since these ratings are based on quantitative as well as qualitative factors, we believe this review satisfies MCA 7-4-2213.

If you have any questions, please feel free to contact me at 256-2816.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Jones". The signature is fluid and cursive.

Jennifer Jones
Asst Finance Director



[Home](#) / [About Travelers](#) / [Financial Strength](#)

Financial Strength Ratings

Travelers is one of the largest providers of property and casualty insurance products in the United States. Our success is built upon our ability to provide innovative insurance and risk protection products and services in-synch with our customers' needs.

Summary of current ratings

The following is a summary of Travelers' ratings:

Claims-paying/financial strength ratings

	A.M. Best	Fitch	Moody's	Standard & Poor's
Travelers Reinsurance Pool ¹	A++	AA	Aa2	AA
Travelers Casualty and Surety Co. of America	A++	AA	Aa2	AA
First Floridian Auto and Home Insurance Co. ²	A-	AA	NA	NA
Travelers Insurance Company of Canada	A++	NA	NA	AA-
The Dominion of Canada General Insurance Company	A	NA	NA	NA
Travelers Insurance Company Ltd.	A++	NA	NA	AA
Travelers Insurance Designated Activity Company	A++	NA	NA	AA-

Notes: NA indicates that no rating is available.

All companies are rated separately on a statutory pool basis.

¹ The lead operating company in the pool is The Travelers Indemnity Company. A list of additional operating companies within the pool can be found in the company's 10-K and 10-Q filings with the SEC.

² First Floridian and Premier are single-state subsidiaries of The Travelers Indemnity Company.

Senior debt ratings

	A.M. Best	Fitch	Moody's	Standard & Poor's
Senior Debt ³	a+	A	A2	A
Subordinated Debt	a ⁴	BBB+	A3	A-
Junior Subordinated Debt	a-	BBB+	A3	BBB+

³Substantially all debt is held at the parent company, The Travelers Companies, Inc., or its subsidiaries, Travelers Property Casualty Corp. and Travelers Insurance Group Holdings, Inc.

⁴Indicative rating

Short term debt ratings

	A.M. Best	Fitch	Moody's	Standard & Poor's
Commercial Paper	AMB1+	F-1	P-1	A-1

Background on ratings

Ratings agencies typically issue two types of ratings:

- Claims-paying and/or financial strength ratings assess an insurer's ability to meet its financial obligations to policyholders.
- Debt ratings assess a company's prospects for repaying its debts and assist lenders in setting interest rates and terms for a company's commercial paper, loans, bonds, etc.

The system and number rating categories can vary widely from agency to agency. Travelers claims-paying/financial strength ratings relative to each agency's rating scale are as follows:

A.M. Best	Moody's	Fitch	S&P
A++ (Highest of 16)	Aa2 (3rd highest of 21)	AA (3rd highest of 24)	AA (3rd highest of 21)
A (3rd highest of 16)	A1 (5th highest of 21)		
A- (4th highest of 16)	A2 (6th highest of 21)		

Customers usually focus on claims-paying ratings, while creditors look at debt ratings. Investors use both to evaluate a company's overall financial strength. Travelers receives ratings from the major rating agencies:

- *A.M. Best Co., Fitch Ratings, Moody's Investors Service and Standard & Poor's Corp*

Ratings factors considered

Ratings agencies examine a myriad of key factors:

- Quantitative financial performance — profit margins, financial leverage, liquidity, cash flows, capital and surplus ratios.
- Qualitative judgments — underwriting cycle, competitive environment, regulatory and political factors, soundness of reinsurance, reserves, quality of invested assets, management experience and accomplishments.

For additional information and the latest ratings, please see:

www.ambest.com

www.fitchratings.com

www.moody's.com

www.standardandpoors.com

Financial strength ratings information is provided to The Travelers Companies, Inc. via third party resources. The Travelers Companies, Inc., its affiliates and its third party licensors do not guarantee the accuracy, adequacy, completeness or availability of ratings information



B.O.C.C. Regular

Agenda Item 3. g.

Meeting Date: 03/02/2021

Title: VAWA Grant- Justice Court/Alternatives

Submitted By: Anna Ullom, Accountant

TOPIC:

New MBCC Grant Award for Justice Court - Domestic Violence Implementation Program
- Subgrant - 20-W06-92716

BACKGROUND:

New MBCC grant for Justice Court.

RECOMMENDED ACTION:

Approve.

Attachments

VAWA Confidentiality Form

Cert regarding Lobbying

Grant Award



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Typed Name of Authorized Representative

Title

Telephone Number_____

Signature of Authorized Representative

Date Signed

Agency Name



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



STATE OF MONTANA
BOARD OF CRIME CONTROL

5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406) 444-4722

GRANT AWARD

Subgrant: **20-W06-92716** Domestic Violence Implementation Program

Grantee: Yellowstone County Justice Court
PO Box 35032
Billings, MT 591075032

FEIN: 816001449
Duration: 10/01/2020 through 06/30/2021
Proj. Dir: David Carter

Award Date:	07/01/2020	Personnel:	\$5,024.04
Federal Amount Awarded:	\$29,871.00	Contract Services:	\$34,803.63
State Amount Awarded:	\$0.00	Travel:	\$0.00
Guaranteed Local Matching:	\$9,956.67	Equipment:	\$0.00
		Operating:	\$0.00
Total:	\$39,827.67	Total:	\$39,827.67

Source of Federal Funds: 16.588 - Violence Against Women Formula Grant

Special Conditions

Please see attached Special Conditions

I am pleased to inform you that the Board of Crime Control has approved your application for financial assistance. This grant is subject to the special conditions listed above, general conditions attached hereto, and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to **06/30/2021**

Natalia Bowser
Crime Control Bureau Chief
Dept. of Corrections
Montana Board of Crime Control

1/8/2021

Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

Donald Jones
CO. Commissioner Chair

Date

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 03/02/2021

Title: Recommendation of Award for 2020-2021 Public Works Asphalt Overlay Project III

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Recommendation of Award to Riverside Contracting for 2020-2021 Public Works Asphalt Overlay Project III

BACKGROUND:

Recommendation of Award for 2020-2021 Public Works Asphalt Overlay Project III for the asphalt overlay of a portion of Hesper Rd and Danford Road.

RECOMMENDED ACTION:

The Public Works Department recommends awarding 2020-2021 Public Works Asphalt Overlay Project III to the low bid submitted by Riverside Contracting for the bid price of \$1,242,599.00

Attachments

Bids

YELLOWSTONE COUNTY BID TABULATION FORM						
Department: Public Works			Date: February 23, 2021			
Project: Asphalt Overlay Project III – Hesper Road and Danford Road						
Vendor Name	Bid Bond	Base Bid				
Riverside Contracting 5571 Alloy South, Missoula, MT 59808	X	\$1,242,599.00				
Knife River – Billings PO Box 80066, Billings, MT 59108	X	\$1,274,604.00				
Firstmark Construction PO Box 80252, Billings, MT 59108	X	\$1,359,850.00				

Comment_____

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 03/02/2021

Title: YCSO - City of Billings (BPD) MOU for Federal Railroad Grant

Submitted By: Carol Lombard

TOPIC:

MOU for Reimbursement of Yellowstone County Sheriff Office Overtime by City of Billings through 2019 Railroad Trespassing Enforcement Grant

BACKGROUND:

City of Billings (BPD) will provide grant funds to reimburse overtime for YCSO deputies to patrol railroad property.

RECOMMENDED ACTION:

Consent and sign.

Attachments

MOU BPD Fed RR Grant
Available funds



MEMORANDUM OF UNDERSTANDING (MOU)

2019 RAILROAD TRESPASSING ENFORCEMENT GRANT

\$50,000 FR-RTE-0010-20-01-00

THIS MOU is made and entered into this _____, between the City of Billings (CITY), The Laurel Police Department (LPD) and the Yellowstone County Sheriff's Office (YCSO).

The Parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, mutually agree as follows:

Section 1. Purpose.

The purpose of this agreement is for the CITY to provide the YCSO and LPD reimbursement for services as listed in Section 2.

Section 2. Services.

As a recipient of grant funds from the 2019 Railroad Trespassing Enforcement Grant, awarded by City Council on 8/10/2020, the CITY (BPD - Grantee) will provide grant funds to YCSO and LPD to reimburse hourly wages for law enforcement officers to undertake rail trespassing enforcement activities at hot spots within their respective jurisdictions or at areas with a demonstrated rail trespassing problem in their community on FRA-regulated track.

Section 3. Responsibilities.

The CITY agrees to pay YCSO and LPD for rail trespassing enforcement details worked. The total estimated cost of the Project is \$50,000, for which the FRA grant will contribute up to 100% of the total Project cost, not to exceed \$50,000. Any additional expense required beyond that amount to complete the Project will be borne by the agency providing such service.

Section 4. Time of Performance.

Cooperative activities are to commence on September 1, 2020, and shall terminate on September 31, 2021.

Section 5. Assistance.

The CITY will provide the YCSO and LPD with assistance in coordinating rail trespassing enforcement details.

Section 6. Independent Agency.

It is understood by the parties that YCSO and LPD are independent agencies and, as such, any officers of the YCSO and LPD are not employees of the CITY.

Section 7. Assignment, Transfer, and Subcontracts.

No assignment or transfer of the performance of services may be made without the express, written permission of all parties to this agreement.

Section 8. Hold Harmless Clause.

The parties stipulate that the CITY has no direct or indirect participation or supervision of the YCSO or LPD in the performance of their services under the terms of this MOU. The parties agree that the only role the CITY has in this MOU is one of funding service as outlined in this MOU. The YCSO and LPD shall defend, indemnify and hold harmless the CITY, its officers, agents and employees from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act of the YCSO and LPD in the performance of any service as provided in this MOU.

Section 9. Entire Agreement.

This written document contains the Entire Agreement between the parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this MOU, shall be valid or binding. This written agreement shall not be enlarged, modified, or altered except by a written agreement signed by all parties to the Entire Agreement and attached hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

CHRIS KUKULSKI, CITY ADMINISTRATOR

LAUREL POLICE DEPARTMENT

THOMAS NELSON, MAYOR

YELLOWSTONE COUNTY SHERIFF'S OFFICE

DONALD W. JONES, CHAIRMAN

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY'S OFFICE

DENISE BOHLMAN, CITY CLERK



Rocky Mountain HIDTA
Investigative Support Center
10200 E. Girard Ave Bldg C Suite 444
Denver, CO 80231
(303) 671-2180
FAX: (303) 671-2191

TO: HIDTA FUNDS RECIPIENT

FROM: Vivian Taylor
E-mail: vtaylor@rmhidta.org

DATE: January 9, 2020

SUBJECT: FINAL Unspent Funds

Please submit your unspent/unobligated funds by COB January 31st, 2020. Make sure you and the Program Manager/Task Force Commander are in agreement with your submission. If you have more than one Initiative, complete a separate form for each.

Unspent 2019 HIDTA Funds

Initiative Name & No.	Funded Amt.	Amt. Spent	Amt. Obligated
Eastern Montana HIDTA Drug Task Force G19RM0038A	\$ 231,796.00	\$ 180,788.17	\$ 180,788.17

	Amount Funded	Amount Spent	Amt. Obligated	Unspent/Unobligated
Personnel	45,864.00	45,864.00	45,864.00	-
Fringe	16,053.00	16,052.40	16,052.40	0.60
Overtime	70,000.00	54,833.92	54,833.92	15,166.08
Travel	8,500.00	3,361.61	3,361.61	5,138.39
Facilities	-	-	-	-
Services	14,080.00	13,194.09	13,194.09	885.91
Equipment	-	-	-	-
Supplies	12,299.00	11,284.42	11,284.42	1,014.58
Other	65,000.00	36,197.73	36,197.73	28,802.27
Totals	231,796.00	180,788.17	180,788.17	51,007.83

***Explain why the above funds were not spent by December 31st, 2019:**

Expenses were best guess and spent as closely as possible without having any waste.

Unspent 2018 HIDTA Funds

Initiative Name & No.	Funded Amt.	Amt. Spent	Amt. Obligated

	Amount Funded	Amount Spent	Amt. Obligated	Unspent/Unobligated
Personnel				-
Fringe				-
Overtime				-
Travel				-
Facilities				-
Services				-
Equipment				-
Supplies				-
Other				-
Totals	-	-	-	-

***Explain why the above funds were not spent by December 31st, 2019:**

You may respond via e-mail to: vtaylor@rmhidta.org, fax to 303-671-2191.

Thanks for all your help.

cc: Director Tom Gorman
 Budget Officer Sandra Evans
 State Coordinator Marilyn Potter

B.O.C.C. Regular

Agenda Item 6.

Meeting Date: 03/02/2021

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Detention Facility - 2 Terminations; Sheriff's Office - 2 Appointments, 1 Salary & Other

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

FEB 18 2021

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Joshua B. Haney Effective Date: 2/21/2021
Current Title: Detention Officer Gr. Salary \$ 20.45
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: xx
Temp Part Time: Promotion: Voluntary
Seasonal Hire:
Replaces position Transfer:
Name Demotion:
New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - - - Percent Split Account

 Elected Official/Department Head 2/17/21 Date

Section 2

Human Resources:

Finance:

Note: Note:

 Director 2-17-21 Date

 Director 2.17.21 Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Member

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Member

FEB 18 2021



YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: CASARES, JOSHUA E Effective Date: 03/22/2021

Current Title: Deputy Sheriff Gr. Salary \$ 26.29/HR

Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire: XX

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time: Promotion:

Seasonal Hire: Transfer:

Replaces position XX Demotion:

Name SIMPSON

New Budgeted Position Reclassification:

Other:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account

 Percent Split Account

 Date 02/17/2021

Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: ADS FOLLOWED TLK

Note:

 Director Date

 Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Member

Member

FEB 18 2021



YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: SMITH, BAILEY C Effective Date: 3/1/2021

Current Title: Animal Control Officer Gr. E Salary \$ 18.08/HR

Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: XX New Hire: XX

Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: _____

Temp Part Time: _____ Promotion: _____

Seasonal Hire: _____ Transfer: _____

Replaces position XX Demotion: _____

Name SEDER Reclassification: _____

New Budgeted Position _____

Other: _____

Funding: 2300 - 137 - 440600 - 111 Percent 100 New Account _____

Pat CD 3-15 Percent _____ Split Account _____

Elected Official/Department Head _____ Date 02/17/2021

Section 2

Human Resources:

Finance:

Note: Rts Followed TR Note: _____

abrynia 2-17-21 Director Date 2.17.21

H.R. Comments: _____ Commissioner's Action
Approve _____ Disapprove _____

Chair _____

Date entered in payroll _____ Member CD _____

Clerk & Recorder - original _____

Human Resources - canary _____

Auditor - pink _____

Department - goldenrod _____

FEB 19 2021



YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: BIDLAKE, COLIN J Effective Date: 03/22/2021
Current Title: Detention Officer Gr. Salary \$ 20.45/HR
Title Change: Deputy Sheriff Gr. Salary \$ 26.29/HR

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:

Temp Full Time: Termination:
Temp Part Time:

Seasonal Hire: Promotion:

Replaces position XX Transfer: XX
Name HADLEY
New Budgeted Position Demotion:

Other: Reclassification:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
Percent Split Account

Elected Official/Department Head Date 02/17/2021

Section 2

Human Resources:

Finance:

Note: R+5 Followed TJK
2-19-21 Date
Director

Note: Jul 2020 - 2-19-21 Date
Director

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 03/02/2021

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit February 1 to February 5, 2021

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

FEB 18 2021

PAYROLL AUDIT

YELLOWSTONE COUNTY
CLERK AND RECORDER
February 1 to February 15, 2021

Date: 2/18/2021

To: Board of County Commissioners

From: Scott Turner, County Auditor 

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
2/18/21	English, Thomas	CA	✓ Change to hourly rate and accruals to hourly
2/18/21	Plotner, Brodie	Detention	✓ Remove shift diff 2.5 hrs
2/18/21	Mahoney, Clifford	SO	✓ Holiday Premium rate s/b \$52.32 @5.75 hrs
2/18/21	Moran-Gonzalez, Krischel	YSC	✓ 7.5 comp hrs added @ \$20.03, accruals incorrect
2/18/21	Weber, Valarie	YSC	✓ 2 hrs sick used not showing in the used column of employee summary

B.O.C.C. Regular

Agenda Item 2.

Meeting Date: 03/02/2021

Title: State Firefighters Memorial Contribution Request

Submitted By: Paulette Turner-Byrd

TOPIC:

State Firefighters Memorial Contribution Request

BACKGROUND:

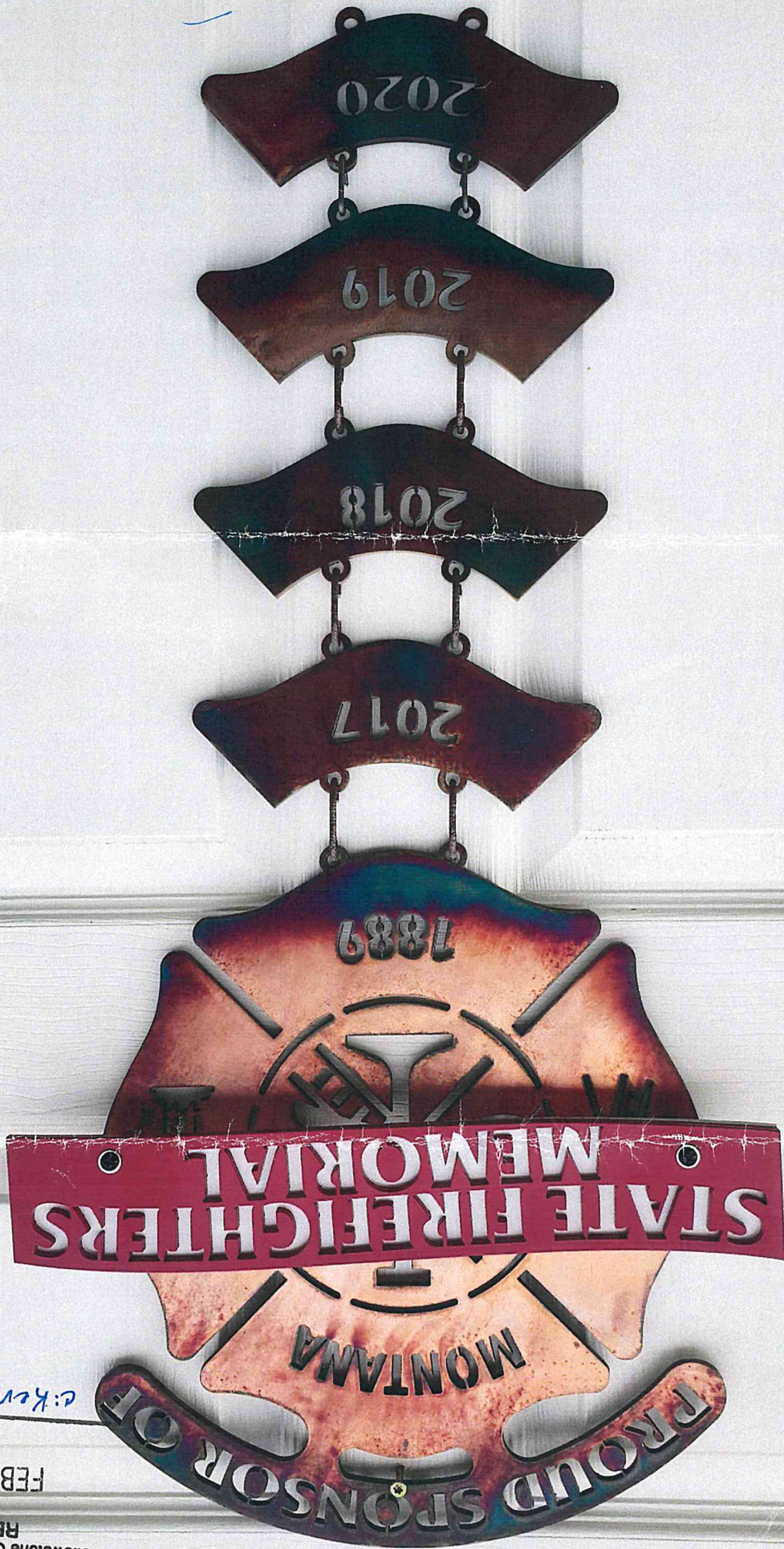
See attached. Copy went to Kevan Bryan, Finance Director

RECOMMENDED ACTION:

File

Attachments

State Firefighters Memorial Request



By: Kevan Bryan

FEB 12 2021

Yellowstone County Commissioners
RECEIVED



February 01, 2021

Re: Your 2021 Sponsorship of the Montana State Firefighters Memorial

Dear Montana State Firefighter Memorial plaque holder,

We are sending you this letter in appreciation for your past investment in the Montana State Firefighters Memorial. Because you have previously donated at least \$500.00, you should have received the official Montana State Firefighters Memorial plaque to proudly display on the wall of your station, office or home. These plaques were not only designed as a way for us to thank you for your investment but for you to display your initial and ongoing support of this great project. As part of our long-term sustainability and fundraising plan you will receive a new "year plate" with each annual donation of at least \$250.00, which can be hung directly beneath your Plaque. We hope that you will consider another contribution to the Memorial in 2021. If you forgot to give for your 2020 plate, or any year plate, we can still get you one. Just contribute an additional \$250.00 and we will send it out as well, making your plaque complete.

As we all know, 2020 was a crazy abnormal year. We did not add any new components to the park this year. We did however spend some money to hire a professional grounds maintenance company to take care of our memorial park. We want to make sure our investment is well taken care of and something we can be proud of.

There is lots still to do at the memorial and we need your support for the next phase of this great project. We are currently raising money to install two bronze statues of firefighters in the memorial.

The volunteers working to complete the Montana Firefighters Memorial would like to again thank you for your generous support and ask you to join us again this year as we work to make this memorial a gem of the Treasure State and properly recognize all those firefighters who have served and sacrificed for their communities.

Thank you,

The Montana State Firefighters Memorial Committee

PS. For your convenience we have enclosed a 2021 Donation Form that you can complete and return with your donation.



Montana State Firefighters Memorial Plaque

Year Plate Order Form

As part of our long-term sustainability and fundraising plan you will receive a new "year plate" with each annual donation of at least \$250.00, which can be hung directly beneath your Plaque. We hope that you will consider another contribution to the Memorial in 2021.

Business Name: _____

Fire Department Name: _____

Main Contact Name: _____

First Name: _____

Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email address: _____

Donation Amount \$ _____

(A minimum annual donation of at least \$250.00, will get you your year plate which can be hung directly beneath your medallion. If you would like to donate more we do appreciate it.)

Mail To:

Montana State Firefighters Memorial

P.O. Box 1195

Laurel, Montana, 59044

B.O.C.C. Regular

Agenda Item 3.

Meeting Date: 03/02/2021

Title: Infrastructure Policy

Submitted For: Tatyana Edgell, Accountant

Submitted By: Tatyana Edgell,
Accountant

TOPIC:

Infrastructure Policy

BACKGROUND:

Infrastructure Policy

RECOMMENDED ACTION:

Place to file

Attachments

Infrastructure Policy

Tara Jensen & Tim Miller
Road and Bridge Department

SUBJECT: Infrastructure Tracking

After speaking to the auditors at Anderson ZurMuehlen and due to discrepancies with the infrastructure reporting in the past years, we will be changing the process of how we track infrastructure. This will make it easier at the end of the fiscal year to balance. It will also make auditing at year end more efficient.

Going forward I would like to do the following:

- Finance and Road & Bridge will reconcile projects monthly to make sure we are balancing on all sides. To do this I will need the following information monthly:
 - a. Finance is going to pull the GL for Road & Bridge accounts and track project costs on our end. To do so efficiently and effectively finance will need the project number in the description of the requisitions that are for a project. Finance will also need an updated list of project numbers and names. This can be monthly or as they come in.
 - b. Finance will need labor and equipment costs broken down by each project sent to me. I edited the spreadsheets that are usually sent at the end of every fiscal year to be how I wanted it and sent it to Tara Jensen. This will need to be filled out monthly with the month's information and total cost of the project to date. Finance will need this information by the 15th of the following month.
 - c. After we receive the information in A & C, finance will update our spreadsheet to reconcile with the Road & Bridge department. Any discrepancies will need to be corrected ASAP.

As of February 1st, 2021, this is the process that will be taken to prevent any future discrepancies. It is subject to change if need be. Please contact me with any questions or concerns about the process.

Thanks,

Tatyana Edgell

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 03/02/2021

Title: Response to February 22, 2021 Audit findings

Submitted By: Rebecca Rhodes West

TOPIC:

Payroll Response for February 1st - February 15th to Audit Findings

BACKGROUND:

N/A

RECOMMENDED ACTION:

N/A

Attachments

Response to February 22, 2021 Audit findings

PAYROLL AUDIT

February 1 to February 15, 2021

Date: 2/18/2021

To: Board of County Commissioners

From: Scott Turner, County Auditor

Checked items indicate
changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
2/18/21	English, Thomas	CA	Change to hourly rate and accruals to hourly
2/18/21	Plotner, Brodie	Detention	Remove shift diff 2.5 hrs TF issue
2/18/21	Mahoney, Clifford	SO	Holiday Premium rate s/b \$52.32 @5.75 hrs
2/18/21	Moran-Gonzalez, Krischel	YSC	7.5 comp hrs added @ \$20.03, accruals incorrect Det issue
2/18/21	Weber, Valarie	YSC	2 hrs sick used not showing in the used column of employee summary

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 03/02/2021

Title: Contract for Snow Plowingl for RSID 778 Sunny Cove Fruit Farm

Submitted For: Tim Miller, Public Works Director

Submitted By: Tim Miller, Public Works Director

TOPIC:

Contract for Snowplowing for RSID 778 Sunny Cove Fruit Farm

BACKGROUND:

Contract with Pro Crew LLC for snowplowing for the 2021 season for RSID 778 Sunny Cove Fruit Farm.

RECOMMENDED ACTION:

Place contract to file

Attachments

RSID Quotes

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Sunny Cove Fruit Farm RSID 778**

This agreement is dated as of the 17th day of February 2021, by and between Yellowstone County, Montana (hereinafter called Owner), and The Pro Crew LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

See attached scope of work

2. Contract Times

This contract will be in effect from February 17th, 2021 until May 9, 2021. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor \$100.00 per plowing

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.8 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner

and Contractor, consist of the following:

5.1 This Agreement.

5.2 Scope of Work dated January 4th, 2019.

5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County , sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-Contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period. Contractor shall name on the Certificate of liability insurance Yellowstone County -, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County-, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County-, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

6.3 Contractor is required to maintain workers compensation insurance, or an independent Contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's

employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.

6.8 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.

6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

6.6 All work and materials must be warranted for a period of one year from date of installation.

6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court,
Yellowstone County, Montana

6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.

6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.

7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1968, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Contractors to the same provisions. In accordance with section 89-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

This Agreement will be effective ~~November 8th, 2019~~ ^{Feb 17th 21}
T.M.

OWNER:
Yellowstone County
Billings, Montana 59101


Tim Miller
Public Works Director

CONTRACTOR:
The Pro Crew LLC
7055 South Ridge Drive
Billings Montana 59101

 02/18/2021
Authorized Representative
Skyler Kincaid, Owner

Snow Plowing in Sunny Cove Fruit Farm RSID 778

Scope of Work – Specifications

The scope of work includes but is not limited to the following:

- All public roads and cul-de-sacs (Colton Boulevard and 60th St West) located in RSID 778 Sunny Cove Fruit Farm Subdivision are to be plowed All driveways and mailboxes are to be left cleared from any snow piles.
- Snow plowing will automatically be expected once 4 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Don Lohrenz, may request snow plowing if less than 8 inches of snow have accumulated but they must request it.



PROCREW-01

AGALT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME:	PHONE (A/C, No, Ext): (406) 238-1900	FAX (A/C, No): (406) 245-9887
	E-MAIL ADDRESS:		
INSURED The Pro Crew, LLC dba The Pro Duct Crew 7055 South Ridge RD Billings, MT 59101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Western National Assurance Company		24465
	INSURER B : Montana State Fund		15819
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CPP 116875503	8/8/2020	8/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 116875503	8/8/2020	8/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP 116875503	8/8/2020	8/8/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		034621714	5/25/2020	5/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased and Rented			CPP 116875503	8/8/2020	8/8/2021	Equipment \$ 55,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County
P.O Box 35024
Billings, MT 59107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea Galt